

Exhibit H

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL
CIRCUIT
DUPAGE COUNTY, ILLINOIS

RICK GUSZKIEWICZ,)
Individually and on)
behalf of all others)
similarly situated,)
) No. 2021 L 1248
)
Plaintiffs,)
)
-vs-)
)
BEELMAN TRUCK CO., a)
Delaware corporation,)
and SAMSARA INC., a)
Delaware corporation,)
)
Defendants.)

REPORT OF PROCEEDINGS at the
videoconference hearing of the above-entitled
cause before the Honorable Neal W. Cerne, Judge
of said Court, taken before Christine Bechtold,
Certified Shorthand Reporter, commencing at
10:02, a.m., on the 2nd day of November, A.D.,
2022.

1 A P P E A R A N C E S:

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6 On behalf of the Plaintiff;

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12 On behalf of the Defendant, Samsara Inc.;

13 SCOPELITIS GARVIN LIGHT HANSON & FEARY PC, By
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17 On behalf of the Defendant, Beelman Truck
18 Co.

1 THE COURT: We have someone present.

2 Sir, you are?

3 MR. LAYDEN: Good morning, your Honor.

4 David Layden on behalf of Defendant Samsara.

5 THE COURT: Thank you.

6 MR. UFKES: Good morning, your Honor.

7 Schuyler Ufkes on behalf of Plaintiff.

8 MR. BUTCHER: Good morning, your Honor.

9 Andy Butcher on behalf of Beelman Truck.

10 MS. OLIVIERI: This is Elena Olivieri from
11 Jenner & Block on behalf of Defendant Samsara.
12 I'm just observing.

13 THE COURT: That's fine.

14 This comes on the motion of two of the
15 defendants, Samsara the, manufacturer, and
16 Beelman, the truck company.

17 MR. UFKES: Your Honor, if I may before we
18 start, the plaintiff and Defendant Beelman have
19 reached a settlement in principal which we think
20 moots the motion to dismiss, and we're going to
21 work to finalize that settlement. It would be
22 on a class basis and would end the case against
23 Beelman.

24 MR. BUTCHER: Your Honor, if I may provide

1 some context. We would have provided the Court
2 more advanced notice, but this just occurred
3 late last evening where we were finally able to
4 agree on terms.

5 THE COURT: Okay. So then -- okay. So
6 then all we have is the manufacturer. Okay,
7 fair enough.

8 I've read the manufacturer's motion, and I
9 guess I'll have to ask Plaintiff -- maybe I
10 don't want to talk. My inclination was how is
11 the manufacturer supposed to be held liable in
12 the sense of how are they supposed to comply
13 with the statute if the person who's using it if
14 they have no control over, the employee? How
15 are they supposed to do that?

16 MR. UFKES: Sure, your Honor. The system
17 that Samsara describes in its motion that it has
18 the employers get consent on its behalf is not a
19 bad way to do it, and they can do it that way,
20 it's just that it actually has to get the
21 consent. Just having a contract that says, you
22 know, customer go get consent isn't enough.

23 THE COURT: Hold on. Hold on. One of the
24 cases you cite says that it is. It says it's

1 part of the contract. One of these federal
2 trial court cases uses the word absurd without
3 really describing too much. They use name
4 calling, as I would say.

5 Their suggestion was that one of the ways
6 that these manufacturers can get around this
7 requirement would be just to make it part of the
8 contract. So if they made it part of the
9 contract, haven't they complied?

10 MR. UFKES: Our position is no, your Honor,
11 because the individual whose biometrics are
12 being collected, if that consent was never
13 actually given, then that person has no way of
14 knowing whether some third party, like Samsara
15 in this case, or another manufacturer or third
16 parties beyond that has possession of their
17 biometric data or is collecting that. So there
18 is really no consent actually gotten.

19 So what we think Samsara is arguing here
20 is, you know, that it's not actually getting
21 consent, but it's offloading that duty to the
22 customer. In any event, that's a question for
23 discovery if Samsara actually --

24 THE COURT: Hold on. The case that I was

1 looking at, I believe it was cited by you, was
2 Ronquillo versus Doctor's Associates, LLC, 2022
3 WL 1066600. Someone cited that, whoever it is.
4 That's a case where they said that some -- they
5 refer to some federal court saying that it's
6 absurd to think that the statute does not apply
7 to manufacturers. Frankly, I'm not sure why one
8 federal court is better than another federal
9 court in deciding that. So they're arguing
10 amongst themselves on that.

11 But even in that case, it says here that
12 they could have complied as a contractual
13 precondition of using their -- I'm
14 paraphrasing -- as a contractual precondition of
15 using their biometric timekeeping device to
16 agree to obtain its employees' written consent.

17 So if they had that in their contract that
18 you comply with the statute, according to that
19 case, they've complied.

20 MR. UFKES: Our position, your Honor, is
21 that that's not in line with the statute, it's
22 just offloading the duty to someone else. Even
23 in the contract that Samsara cites with its
24 customers, there's -- you know, there's a way

1 that Samsara is protected by a breach or
2 indemnity action which, you know, adjudicates
3 who actually pays. But somebody has to be
4 liable if the persons whose fingerprint is being
5 collected isn't getting -- isn't giving consent
6 and isn't being actually notified which
7 companies or private entities are collecting
8 that data.

9 So what we seek here is -- the contractual
10 provision is a great way to offload that duty so
11 if, you know, something like Samsara doesn't
12 have a relationship where it can get consent on
13 its own or it's not easy for it to, then they
14 can offload that duty, sure, but that doesn't
15 mean consent has been actually given.

16 THE COURT: How does Samsara go on the
17 premises of these people and approach the
18 employees? How do they do that to get the
19 written consent?

20 I mean, I assume they can't trespass,
21 right. So now they've got to ask for
22 permission. How do they exactly do that?

23 How does someone who has no relationship
24 with the employee, how do they physically

1 approach this employee to have them sign a
2 written consent?

3 MR. UFKES: We're not saying they need to
4 physically approach the person. We --

5 THE COURT: (Inaudible).

6 MR. UFKES: What's that?

7 THE COURT: They mail it to them?

8 MR. UFKES: No. The customer can get the
9 consent. What Samsara needs to do is ensure
10 that it's actually getting the consent, and
11 that's also matter for discovery. We would like
12 to get into, you know, if it actually does have
13 a successful consent program where they actually
14 are ensuring that customers are giving consent
15 for it.

16 Samsara doesn't have to get it itself, to
17 be clear, it just needs to ensure that the
18 consent is being received.

19 THE COURT: I still don't understand how
20 that happens. The statute says you have to
21 obtain it. It doesn't say you have to ensure,
22 it says that you have to obtain it.

23 When I read this case, I was curious --
24 especially if they're out of state. I don't

1 even know where Samsara is located.

2 MR. LAYDEN: Samsara is headquartered in
3 California.

4 THE COURT: California, okay. So they're
5 supposed to send someone to Illinois to get
6 written consent from employees who -- I don't
7 even know what the turnover rate is. So, I
8 mean, maybe they're turning over employees every
9 few weeks. They've got to have somebody here
10 obtaining written consents all the time? You
11 think that's what the act requires them to do?

12 MR. UFKES: No, your Honor. They can have
13 the customer, you know, show the consent that
14 they got from their employee. Samsara doesn't
15 actually have to get the consent on its own, it
16 can deploy a customer to get the consent for
17 them.

18 What we're saying if they haven't actually
19 ensured that, and they haven't provided any
20 record of consent from our plaintiff. So there
21 actually is no consent from the drivers that's
22 happening, and they haven't shown that. All
23 they've shown is that there's a contract that
24 says that somebody has to get consent, but they

1 haven't shown at all that any entity, Samsara or
2 the customers, have gotten consent.

3 THE COURT: So let's say, for example, that
4 the company, Beelman, did not get the consent
5 and Samsara did not get the consent because they
6 didn't do it. So now we get double recovery for
7 the same incident?

8 MR. UFKES: It's not a double recovery,
9 your Honor.

10 THE COURT: (Inaudible).

11 MR. UFKES: Sorry, I missed that.

12 THE COURT: Why not? I mean, it's just one
13 consent, but yet you're charging two people with
14 liability.

15 MR. UFKES: It's two different collections,
16 your Honor. It's the collection of biometric
17 data by the customer and the collection of
18 biometric data by the vendor, assuming it's as
19 we allege that the data is actually going to the
20 vendor as well.

21 So that's two different collections, and
22 under the statute each private entity that
23 collects biometric has to get a written consent.
24 It can be one consent. It could be a consent

1 that says customer and Samsara are both
2 collecting the data; that would be compliant if
3 the customer signed that consent, and nobody
4 would be liable.

5 THE COURT: If they don't sign the consent,
6 then they're both liable as two separate actions
7 you're saying then?

8 MR. UFKES: Yes, that's correct. And I
9 mentioned the Samsara contract that they
10 attached, it has indemnity close clauses exactly
11 for this type of situation.

12 THE COURT: But it says -- on the contract
13 I think says words to the effect that you're to
14 comply with all statutes relative to our product
15 or whatever, right?

16 MR. UFKES: And providing notices and
17 obtaining consents.

18 THE COURT: I'm sorry, Counsel. Do you
19 want to chime in?

20 MR. LAYDEN: Thank you, Judge.

21 THE COURT: In case I've missed something.

22 MR. LAYDEN: No, your Honor, you haven't.
23 Your Honor certainly is correct that in the
24 Ronquillo case the federal court found exactly

1 what you said, which is that the technology
2 provided by Samsara can comply with any
3 obligations is has under Section 15(b) of BIPA,
4 that's the notice and consent provision of BIPA,
5 by requiring its customer to provide the notice
6 of written consent.

7 That's actually the same thing that two
8 other federal courts also note in the Figueroa
9 case and the Herd case.

10 What's particularly interesting here, your
11 Honor, is that the reason that the Courts reach
12 that decision, particularly in the Figueroa
13 case, is because the same plaintiff's counsel
14 that you have in this case argued that that
15 action would comply with BIPA. They were trying
16 to show the court that it wouldn't be absurd to
17 apply Section 15(b) to a technology provider.
18 So they said, contrary to what they're now
19 saying, they said in that case if the technology
20 provider requires a client to comply with BIPA,
21 that is compliance by the technology provider;
22 they don't have to go on site and make sure that
23 the customer actually did it, it's sufficient to
24 do it in a contract.

1 Here, your Honor, as detailed in the
2 briefs, Samsara didn't just put it in the
3 contract. It's certainly in there that it
4 requires the customer to consent -- to obtain
5 consent. Samsara went two steps further. They
6 provided the customers specifically with BIPA
7 information. They said BIPA may apply, here is
8 a sample BIPA written disclosure, and here's a
9 sample BIPA consent that you should use with
10 your customers. So they gave the customers the
11 tools to comply, that's the second step.

12 The third step, and this is critical, your
13 Honor, is that before the customer turned on
14 camera ID -- camera ID has to be turned on; it
15 doesn't ship enabled, it doesn't work
16 automatically. The customer has to make an
17 affirmative step to turn it on. There is
18 actually -- Samsara build into the technology a
19 box that pops up for the customer that says, you
20 must certify that before you turn this on you've
21 given notice and obtained all necessary
22 consents. Beelman had to click yes to that and
23 certify to that before camera ID would operate.

24 So, in other words, your Honor, Samsara has

1 gone two steps beyond what Plaintiff's counsel
2 said was required and the three federal courts
3 have found is required under BIPA for a
4 technology provider.

5 I think to Counsel's argument that Samsara
6 should be talking to all its customers and
7 getting copies of consents, that's just an
8 impractical and, I think, frankly, absurd
9 suggestion, your Honor. These are trucking
10 companies. These are interstate trucking
11 companies.

12 So Beelman happens to be located in
13 Illinois, East St. Louis, but there's lots of
14 trucking companies that aren't located in
15 Illinois that still send drivers into Illinois
16 and employ Illinois residents as drivers.
17 Plaintiff's position, if you look at their class
18 definitions, every single one of those Illinois
19 residents, wherever they are, is covered by this
20 class, and it's a violation of BIPA to collect
21 their consent -- collect their data without
22 their consent.

23 So what Counsel is really saying if you
24 take his logic and apply it to what's really

1 happening here is that Beelman would be having a
2 daily if not hourly conversation with every one
3 of its -- I'm sorry, Samsara would have a daily
4 if not hourly conversation with every one of its
5 customers to say, did you hire any new drivers
6 today, has that driver signed a consent, please
7 certify for a third, a fourth, and fifth time
8 that you've done it, even though they've already
9 said they did, and then we'll turn this
10 technology on.

11 THE COURT: That's the definition of
12 absurdity. Instead of just throwing the word
13 out, what he's describing, isn't that -- don't
14 you reach the conclusion that to have them get
15 the written consents, wouldn't that be absurd,
16 Mr. Plaintiff? I mean, isn't it? I mean, come
17 on.

18 MR. UFKES: This is certainly a matter for
19 discovery, to see what the system is like and
20 whether it could be built in a way that does
21 certify, you know, as the consents come in.

22 As I said, a vendor like Samsara is free to
23 offload the duty, and then it falls on the
24 customer to get the consent because there's an

1 indemnification clause so the customer is
2 certainly encouraged and incentivized to get the
3 consent. But this is really a matter for
4 discovery about how the system works and if they
5 are successfully using the consent program.

6 THE COURT: In all honesty, doesn't your
7 client have personal knowledge of that?

8 MR. UFKES: Our client never did give
9 consent.

10 THE COURT: Personal knowledge of the
11 system. I mean, he drove the truck, so that
12 means he had to turn it on, right?

13 MR. UFKES: I mean, he sat --

14 THE COURT: What discovery is there? I
15 mean, he used it.

16 MR. UFKES: But we don't have a full
17 understanding of how the system works. Our
18 customer is a truck driver who sat in the truck
19 and didn't even fully understand what was going
20 on with the camera; whether it was scanning his
21 face, where the data was going. He sat in the
22 truck and saw a camera pointed at him. That's,
23 to my knowledge, the extent of his knowledge.
24 So to understand how the consent program works

1 and all of that would be outside of our
2 plaintiff's knowledge who didn't -- who,
3 frankly, didn't consent, and Samsara hasn't been
4 able to provide any record of consent from our
5 plaintiff or any other drivers.

6 MR. LAYDEN: Your Honor, I think if you
7 look at the plaintiff -- plaintiff's counsel's
8 somewhat understating the extent of their
9 factual knowledge of the circumstances here.
10 They did extensive research on the technology
11 and the way it's used, and the plaintiff is
12 quite detailed at what they believe to be the
13 case.

14 I think there's no -- they have not
15 attempted to rebut how we're describing how this
16 consent screening works. I understand why
17 counsel is arguing for discovery, I get that
18 tactically, but there isn't an issue here that
19 would be developed through discovery.

20 The question is a very, very
21 straightforward application of what Plaintiff's
22 counsel said was okay in other -- I accept that
23 he was being credible and honest to those courts
24 when he made the argument to win those other

1 three cases. I think he was. The most
2 important thing, your Honor, is the three
3 federal courts agree, and they said this is
4 enough, right. And I think that is -- and we've
5 done, as I said, not just what Plaintiff's
6 counsel in those three federal courts said was
7 enough, we've gone two steps beyond.

8 THE COURT: I'm going to grant the motion
9 of Samsara to dismiss. I find that they have
10 complied with the statute. As they cited in its
11 case -- and I'm not sure how -- I'm not sure how
12 binding the federal court trial court cases are.
13 They give some different perspective on how to
14 look at something. I look at it that way.
15 They're, kind of, all over the board; I mean,
16 some go one way, some go the other way. But
17 when you look at the statute and it says to
18 obtain written consent, I don't know how a third
19 party vendor is supposed to comply with that.
20 It seems impractical, as described by Counsel,
21 for Samsara, because there's no way that they
22 can monitor all the employees all the time.
23 They have no control over the employees.
24 They're not on the premises. They're not

1 part -- I mean, it's almost like saying you've
2 got to be part of the hiring process because
3 then it would be just a condition of employment
4 that you sign the consent, and they're not even
5 a part of that, and there's no way they could
6 be. They have no standing. They have no right
7 to be there. They would be trespassing.

8 So when the one federal court disagreed and
9 said it was just absurd for that kind of
10 interpretation, I found that kind of
11 disconcerting because they gave no facts to
12 support it up, they just name called and said it
13 was absurd. And it wasn't until the Doctor's
14 case where they said, well, if it was part of
15 the contract, that seems to have complied. And
16 I agree. I don't know how else they can comply.
17 You're putting them into an impossible
18 situation, and I don't think that's the intent
19 of the statute, to put people in the trick bag
20 as to how they're supposed to behave.

21 So if it's in the contract and they say
22 you're supposed to comply, I think that
23 satisfies their obligation under the statute.
24 So the motion to dismiss will be granted.

1 Counsel, if you want to prepare that order
2 on behalf of Samsara.

3 MR. LAYDEN: I will. Is that dismissal
4 with prejudice?

5 THE COURT: Yes, it is. I'll give you a
6 status date with regards to the remaining
7 defendant to -- how long do you need?

8 MR. UFKES: If we could get -- I would say
9 45 days just to be safe. And, hopefully, we'll
10 have a motion for ruling and approval at that
11 point.

12 THE COURT: So how about 12-14 at
13 9:00 a.m.?

14 MR. BUTCHER: That works for Beelman Truck.

15 MR. UFKES: I have a 9:30.

16 THE COURT: That's okay. 12:15?

17 MR. UFKES: That works for Plaintiff.

18 Thank you, your Honor.

19 MR. BUTCHER: That works forks Beelman.

20 MR. LAYDEN: I'll put that in the order.

21 (Which were all the
22 proceedings had on this
23 date.)
24

1 STATE OF ILLINOIS)
2) SS:
3 COUNTY OF C O O K)

4 Christine Bechtold, being first duly
5 sworn on oath says that she is a court reporter
6 doing business in the City of Chicago; that she
7 reported in shorthand the proceedings given at
8 the taking of said hearing and that the
9 foregoing is a true and correct transcript of
10 her shorthand notes so taken as aforesaid and
11 contains all the proceedings given at said
12 hearing.

13 Witness my official signature on this
14 6th day of November A.D., 2022.

15
16
17 Christine Bechtold, CSR
18 License No.: 084-003575
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